

Flowently In-Company Training

General terms & conditions of sale-regulations



1. THE COMPANY FLOWENTLY

Office address: Azartplein 79, 1019 PB Amsterdam, The Netherlands
Telephone: +31 (0)85 8883 012
Website: www.flowently.com
Email address: info@flowently.com
Company registration Kamer van Koophandel Amsterdam 34149671

2. GENERAL

Our general terms and conditions are applicable exclusively as of the company's enrollment. No exceptions may be made to these rules except by express written agreement, signed by both parties.

3. PAYMENT TERMS

For companies, the invoice will be issued upon receipt of the purchase order. Invoices to companies are payable within a delay of 30 days as from the first lesson

4. PRICES

The rate of the offer will remain valid during 3 months as from the offer date. After this period of time, the lessons can be subject to a price increase.

5. IN-COMPANY LESSONS

In-company lessons will be held on the days and at the times determined by Flowently and may under no circumstances be reimbursed. Lessons cannot be postponed, unless in agreement with Flowently. Lessons falling on a public holiday will be brought forward. If the minimum number of participants for a group lesson is not reached, an alternative solution can be proposed. In the interests of learners, Flowently may withdraw or merge some classes if the number of participants is too low or, alternatively, split them if numbers are too high. Flowently may also transfer a learner to another class if this is more commensurate with his or her level.

6. TEACHERS

In order to habituate learners to a variety of pronunciations, teachers may be changed.

7. COMPLAINTS PROCEDURE

Complaint procedure: all complaints need to be submitted in writing via info@flowently.com within 48 hours a confirmation receipt will be sent. It is Flowently's policy to finalize the complaint entirely within 4 weeks after the initial complaint. All complaints will be dealt with in a confidential manner.

Any disputes resulting from or relating to execution of this agreement will be settled by the competent judge of the Amsterdam region. Dutch law applies to all judicial actions with or by Flowently. The judgement of this third party is final and binding. Each complaint and the method in which it was handled will be registered and filed for a duration of 10 years.

8. DATA PROTECTION

Client information will be filed in the internal files of Flowently in conformity with legal provisions, in order to inform clients about future courses and special news that might be of interest to them. Clients who prefer not to be informed, are requested to communicate this to Flowently by e-mail info@flowently.com

9. AUTHORS' RIGHTS AND EDUCATIONAL MATERIAL

The educational material published and supplied by Flowently is subject to author's rights and cannot be used or duplicated for commercial purposes, even partially, without prior written authorization by Flowently.

10. WEBSITE AND INCLUDED WEBSITES OF THIRD PARTIES

Flowently rejects any liability for non or faulty accessibility of its website. The website www.flowently.com may indicate websites of third parties. Flowently will in no way be made responsible for the content of those sites and the accuracy of the information they contain.

GENERAL CONDITIONS MAY 2018

General Terms and Conditions for Private Training



For consumers for private training and education Flowently applies the terms and conditions of the NRTO; Algemene Voorwaarden voor Particulier Onderwijs en Opleidingen van de NRTO. You can download For consumers (private individuals), Flowently applies the NRTO's General Conditions for Private Education and Training.

NRTO QUALITY MARK

Flowently conforms to the NRTO's Code of Ethics and Business Conduct and the NRTO Code of Conduct for Consumers. The NRTO quality mark: recognition for quality and professionalism. Flowently has obtained the NRTO quality mark. This hallmark is a recognition for quality and professionalism in the private training sector. The NRTO quality mark guarantees a high quality standards in terms of transparency regarding products and services, adequate service provision, professional contact with customers and expertise of staff. As a result, this is what customers can expect from Flowently and its services. An independent third party certification body assesses whether a supplier meets the quality requirements. The NRTO quality mark is then issued by the Dutch Council for Training and Education (NRTO), the trade association for private trainers. For more information, see www.nрто.nl/keurmerk

ADDITIONAL FLOWENTLY TERMS

GENERAL

Our terms and conditions apply exclusively to our clients that are registered on our website www.flowently.com. This rule can only be bypassed by an explicit agreement signed by both parties.

CANCELLATION POLICY

The client has the right to cancel a reservation without cost until 24 hours before a session. The amount paid for the session will be returned to client. Past this period, or when the session has already started, cancellation is no longer possible, and Flowently will not refund the amount paid for the session. Packages are valid for 1 year and cannot be cancelled or transferred to another person.

A tutor can cancel a session until 24 hours before a session in exceptional cases only and upon consultation with Flowently and the client. Flowently and the tutor will try to find a solution with the client. When no solution can be found, Flowently will refund the amount paid for the session to the client.

AVAILABILITY OF TUTORS

Flowently tutors are university/HBO students and professionals who are well trained in the Flowently method to help client improve his/her language skills. Availability of tutors per city and per week is shown on the website or can be communicated and decided between client and tutor. In case no tutor is available for more than 20 weeks in the place where client normally has his/her Flowently live sessions and when Skype is not an option, Flowently will refund the money for the total package to client. Flowently tutors are never exclusive, money is never refunded when a specific tutor is unavailable.

EXTRA FEES

The price of the sessions does not include any educational material that client might want to use during the sessions. All extra costs related to sessions such as drinks, food and tickets, for client and tutor, are borne by the client.

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GUARANTEE AND LIABILITY

Flowently sessions can only be booked via the Flowently website or via direct contact with Flowently, Azartplein 79, 1019 PB, Amsterdam, by e-mail info@flowently.com or by telephone +31 (0)85 8883 012. According to the agreement, tutor is not allowed to organize sessions with clients without notifying Flowently.

Flowently rejects any liability for the non-achievement of client's learning objectives. Flowently is only bound by an obligation of effort in this matter. Flowently also rejects any liability for any loss, theft or damage to objects that clients bring to sessions or where sessions take place. Flowently controls the quality of the sessions by an evaluation system, for the client; 'evaluate your progress'. Five minutes after each session, clients will automatically receive an email with the request to evaluate the session. Flowently will use this information to monitor quality and in order to trace questions and solve problems. Reviews can be posted on the tutors profile.

Terms and Conditions Consumers NRTO



These General Terms and Conditions for Consumers of the Dutch Council of Training and Education (NRTO) were established after consultation with the Consumers' Association (Consumentenbond) within the framework of Co-ordination Group of Self-regulatory Consultation (Coördinatiegroep Zelfreguleringsoverleg, CZ) of the Social and Economic Council of the Netherlands (SER) and take effect from the 1st of July 2015.

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ARTICLE 1 - DEFINITIONS

Education

Education, course, training, distance learning as well as contact education.

Distance learning

Type of education, at which teacher and student or course participant are not physically present in person at the same time.

Contact education

Type of education using direct interaction between teacher/trainer and student/course participant.

APL Accredited

Prior Learning, based on previous professional experience or trainings followed. APLs are conferred through assessments and may lead to reduced (accelerated) training routes.

Formal education

Education regulated by specific educational legislation and leading to a formal and legally recognised diploma.

Non-formal education

Education not regulated by specific educational legislation.

Educational service

Delivery of education, courses and/or training, and/or the supply of course material and/or offering (interim)exams and/or an APL-route and/or other forms of assessment.

Agreement

An agreement, as stipulated in article 2, subsection 1.

Distance agreement

An agreement, concluded between entrepreneur and consumer in the framework of an organised system for distance sales, digital content, or service-provision, in which until conclusion of the agreement only one or more techniques for remote communication are being used.

Entrepreneur

Natural or legal person who is a member of the NRTO and who delivers an educational service.

Consumer

Natural person who does not conduct a trade or business and who purchases an educational service from an entrepreneur.

ARTICLE 2 – APPLICABILITY

1. These General Terms and Conditions apply to all agreements concluded between the entrepreneur and the consumer, concerning an educational service, and relating to both formal and non-formal education, and to all agreements solely regarding the purchase of course material.

2. If the entrepreneur uses other terms and conditions, related to their line of industry, which have not been agreed on in consultation with consumer organisations, such terms and conditions do not apply to the agreement in question, between the entrepreneur and consumer. This does not affect the rights of the entrepreneur to use additional conditions, if and to the extent that these will not differ from these General Terms and Conditions to the detriment of the consumer.

3. In case only (interim)exams, APL-routes, or other forms of assessment are available, the provisions in article 3 subsection 3(b), article 5 subsection 1, article 8 subsection 1, article 8 subsection 2(b), and article 9 subsection 2, do not apply. If only (interim)exams are available, the provisions in article 6 subsection 1, and subsections 3 to 7, do not apply.

ARTICLE 3 – EDUCATIONAL SERVICE OFFER

1. The entrepreneur submits the educational service offer (preferably) by post in writing or by email.

2. The offer contains a full and detailed description of the educational service and/or the course material as part of the educational service. The offer also indicates whether or not the use of this course material is compulsory.

3. Each offer must contain information in such a way that it is clear to the consumer which rights and obligations apply on acceptance of the offer. The offer must at least specify clearly and comprehensibly the following details:

a. in case of an agreement relating to an educational service:

- the manner of implementation of the agreement;
- the date of the start of the educational service;
- the conditions which apply in the case of cancellation of the educational service;

- if applicable: the admissions requirements for attending the (training) course;

- the overall fee, including all additional costs and taxes;
- the method of payment;
- the duration of the agreement;

b. or in the case of an agreement concerning the purchase of the course material:

- the fee, including all additional costs and taxes;
- the method of payment, method of delivery of the course material and/or method of implementation of the agreement;
- term of delivery of the course material.

4. The consumer is notified explicitly prior to concluding the agreement of these general terms and conditions, which form part of the general provision of information by the entrepreneur.

5. The entrepreneur may add the condition to the submission of the offer and/or the acceptance of the assignment that the consumer submits his personal details and a copy of a valid passport or valid identity card, if and in so far as this is necessitated and permitted by governmental regulation.

6. Notwithstanding the provisions in subsections 1 to 5 the offer must contain the following additional details in case of an agreement relating to distance learning:

- a. the identity and address of the entrepreneur, including the address of the offices of the entrepreneur;
- b. the right of the consumer to terminate the agreement within fourteen days according to article 6 subsection 2 and 3;
- c. whether additional costs will be charged for contact with the entrepreneur by telephone or email: the amount of the current rate(s);
- d. the period of validity of the offer.

ARTICLE 4 – AGREEMENT

1. The agreement comes into effect on acceptance by the consumer. After concluding the agreement, the consumer receives confirmation of this in writing by post or electronically;
2. In case of a digital assignment the entrepreneur sends a digital confirmation to the consumer; for as long as the acceptance of the digital assignment has not been confirmed by the entrepreneur, the consumer may cancel the assignment;
3. After the conclusion of an agreement relating to distance learning, the details referred to in article 3 subsections 3 and 6 will be submitted in writing by post or email or via another sustainable data medium available and accessible to the consumer.

ARTICLE 5 – CANCELLATION

1. In case of an agreement relating to contact education with a fixed starting-date, the following cancellation provisions apply, following a possible reflection period:
 - a. cancellation before the start of the contact education course must be made in writing or electronically;
 - b. if the agreement is cancelled up to two months prior to the start of the course the consumer pays 10% of the agreed fee, with a minimum of €50,-;
 - c. if the agreement is cancelled between two and one months prior to the start of the course the consumer pays 25% of the agreed fee, with a minimum of €50,-;
 - d. if the agreement is cancelled less than one month prior to the start of the course the consumer pays 50% of the agreed fee, with a minimum of €50,-;
 - e. if the agreement is cancelled less than two weeks prior to the start of the course the consumer pays the full fee.
2. In the event of an agreement only pertaining to an (interim)exam or APL-route, the following cancellation provisions apply after a possible period of reflection has lapsed:
 - a. cancellation prior to the start must be made in writing or electronically;
 - b. if the agreement is cancelled up to six weeks prior to the start the consumer will pay the administrative costs with a maximum of € 50,-. For so-called computer-based exams, this period is two weeks prior to the start;
 - c. if the cancellation occurs later the consumer will be due the full fee.
3. In the case of distance learning, no cancellation is possible after conclusion of the agreement and following the period of reflection.

ARTICLE 6 – TERMINATION OF THE AGREEMENT

1. The consumer may terminate a fixed-term agreement at any time. Premature termination of the agreement does not lead to restitution of the fee owed by the consumer nor to cancellation of his duty to pay the fee, except for the costs of the course material which has not (yet) been supplied.

2. The consumer is entitled to terminate the agreement without stating his reasons, during fourteen days following the conclusion of a distance agreement concerning an educational service. If not all details of the conditions of the distance agreement have been provided by the entrepreneur, as referred to in article 3 subsection 6, the term of fourteen days will apply to the period starting after the provision of the missing details up to a maximum of twelve months following the conclusion of the agreement.

3. In case of a distance agreement relating mainly to the purchase of course material, the consumer is entitled to terminate the agreement within fourteen days of the conclusion of the agreement without stating his reasons. This period commences on the day following the day of receipt of the course material. In case the course material is supplied periodically, as, for example, with regular supplements of Syllabi or with yearly or half-yearly book packets, the reflection period will end 14 days following the first day after receipt of the first course material. If not all details of the conditions of the distance agreement have been provided by the entrepreneur, as referred to in article 3 subsection 6, the terms of fourteen days will apply to the period starting after the provision of the missing details up to a maximum of twelve months following the receipt of the course material.

4. The entrepreneur provides the consumer with a form for the termination as mentioned in the agreement. The consumer is not obliged to use this form to terminate the agreement.

5. With due observance of the provisions stated in subsection 6, the consumer is entitled to full restitution of the money already paid if the agreement is terminated according to subsections 2 and 3. The entrepreneur pays back the money as soon as possible, and at any rate within 14 days of the termination of agreement.

6. If the agreement is terminated according to subsections 2 and 3, the consumer must return any course material which he has received from the entrepreneur as soon as possible. The entrepreneur is entitled to charge the consumer with the delivery costs involved. The consumer bears the risk of the delivery. Course material that has been supplied on an electronic data storage device and of which the package seal has been broken, cannot be returned. The consumer pays the entrepreneur the total costs.

7. If the consumer appeals to his right to terminate the agreement according to subsections 2 and 3, any other additional loan agreement serving as payment arrangement between the entrepreneur and the consumer, will be cancelled by operation of law, without any fine payable by the consumer.

8. The educational service can only start during the reflection period if explicitly requested by the consumer. In such cases, the consumer reserves the right to terminate the agreement according to subsection 2. If in such a case the agreement is terminated by the consumer within the reflection period, the consumer must pay the entrepreneur a proportional part of the price of the educational service.

9. If the majority of the educational service is provided by digital means, the right to termination of the agreement ceases at the commencement of the educational service, provided that:

- a. the consumer explicitly agrees in advance that the educational service can start before the end of the termination period stated in the agreement, and that the consumer declares that to waive his right to terminate the agreement, and
- b. the consumer receives confirmation of the statement referred to under a by the entrepreneur.

ARTICLE 7 – FEE CHANGES

1. If a course fee is changed within three months of the conclusion of the agreement but prior to the commencement of the educational service or the delivery of course material, this will have no bearing on the agreed course fee.
2. The consumer is entitled to terminate the agreement if the course fee is increased within three months of the conclusion of the agreement but prior to the commencement of the educational service or the delivery of course material.
3. Subsections 1 and 2 are not applicable to any fee changes imposed by the law.

ARTICLE 8 – DELIVERY

1. Course material
 - a. The entrepreneur delivers all course material to the consumer on time. Delivery on time includes the delivery of digital access to materials.
 - b. In case of the purchase of course material only, the maximum term of delivery is 30 days, unless agreed otherwise. If this term of delivery is exceeded, the consumer is entitled to terminate the agreement without further notice of default.
 - c. Replacement of faulty or damaged course material will be sent by the entrepreneur immediately without any costs for the consumer.
2. Marking
 - a. The consumer will be notified of the period within which the assignments or exams will be marked.
 - b. The moment of receipt of marked assignments or exams must be in proportion to the moment of continuation of the course or the moment of a possible re-sit examination.

ARTICLE 9 – COMPLIANCE

1. The educational service must comply with the agreement and must be implemented in a competent manner, using proper facilities.
2. The course material must comply with the agreement and have those standard features, as are required for normal use and under all circumstances, as well as for particular use, in so far as agreed.

ARTICLE 10 – PAYMENT

1. Payment is in cash, unless agreed otherwise. Payment in cash also includes a bank transfer to the bank account as indicated by the entrepreneur at the moment of purchase or delivery or payment via Internet banking.
2. If payment in instalments has been agreed, the consumer must pay according to the instalment periods and the percentages as agreed in the agreement.
3. Payment of the educational service takes place prior to the commencement of the education or training course. The entrepreneur is entitled to demand full payment of the course fee within not less than 10 working days prior to the commencement of the educational service, as referred to in article 3 subsection 3(a)
4. In case of the purchase of course material only, payment must be done ultimately at the time of delivery and/or on the spot. The entrepreneur may oblige the consumer to pay at least half of the fee in advance.

ARTICLE 11 – OVERDUE PAYMENT

1. The consumer is considered to be in default once the payment date has expired. The entrepreneur sends a payment reminder after the payment has expired and allows the consumer to pay within 14 days on receipt of the reminder.
2. If the consumer has not made his payment in time, he is, after having been informed by the entrepreneur about the late payment and after the entrepreneur provides the consumer with a term of 14 days to fulfil the payment, after the term of 14 days has expired, obliged to pay the statutory interest over the balance due, and the entrepreneur is entitled to charge the extrajudicial collection costs. These costs shall not exceed: 15% of outstanding amounts up to €2,500,-; 10% of the following €2,500,-, and 5% of the next €5,000,- with a minimum of €40,-. The entrepreneur may, for the benefit of the consumer, deviate from the amounts and percentages referred to.
3. During the handling of a complaint or dispute in accordance with the provisions in articles 15 and 16, the entrepreneur will defer the charging of interest and collection costs.

ARTICLE 12 – NON-COMPLIANCE WITH THE AGREEMENT

1. If one of the parties does not comply with a commitment of the agreement, the other party is entitled to defer his own commitment associated with it. In case of partial or inadequate non-compliance deferral is only allowed, in so far as it is justified by the failure to comply.
2. The entrepreneur has the right of retention if the consumer fails to meet the obligation which is due, unless this retention is not justified by the failure. If one of the parties does not comply with the agreement, the other party is entitled to terminate the agreement, unless the termination is not justified by the non-compliance due to its low significance.

ARTICLE 13 – ACCOUNTABILITY OF THE ENTREPRENEUR

1. In so far as the entrepreneur has failed in his accountability and the consumer has suffered from this as a consequence, the entrepreneur is accountable only for the damage which is not a result of personal injury, death or property damage.
2. The accountability of the entrepreneur for personal injury, death or property damage is not excluded or limited.
3. The accountability referred to in subsections 1 and 2 also applies to persons employed by the entrepreneur, or persons who have been taken on to implement the agreement.

ARTICLE 14 – CONFIDENTIALITY

1. Any information submitted by consumers is treated with confidentiality by the entrepreneur, his staff, or other persons who work for him. The entrepreneur conforms to the current statutory privacy regulations.

ARTICLE 15 – QUERIES AND COMPLAINTS

1. The entrepreneur will answer any administrative queries or questions about the content of the educational service within 10 working days, counting from the date on which he received the query/question. If the query requires a foreseeably longer answer, the consumer will receive a confirmation of receipt from the entrepreneur, plus an indication of when he can expect a more detailed answer.
2. Any complaints about the implementation of the agreement must be written clearly and in detail and submitted to the entrepreneur in timely fashion, after having discovered the defect or fault. A complaint submitted within two months is in timely fashion at any rate. If a complaint is not submitted in time, the consumer may lose his or her rights in this matter.

3. If a complaint cannot be solved in mutual consultation, it becomes a dispute, applicable to the dispute settlement rules in Article 16.

ARTICLE 16 – DISPUTE SETTLEMENT RULES

1. The agreement is governed by Dutch legislation, unless the law of another country applies on the basis of mandatory law.

2. Disputes between the consumer and the entrepreneur concerning the conclusion or implementation of agreements in relation to the services supplied or to be supplied by the entrepreneur, may be submitted by both the consumer and the entrepreneur to the Geschillencommissie Particuliere Onderwijsinstellingen (Disputes Committee), Bordewijklaan 46, Postbus 90600, 2509 LP Den Haag (www.degeschillencommissie.nl).

3. The Disputes Committee will only handle a dispute, if the consumer has submitted his complaint to the entrepreneur in accordance with the provisions in Article 15 and if no satisfactory solution has been reached for one of the two parties.

4. A dispute must be submitted to the Disputes Committee within twelve months after submission of the complaint in accordance with the provisions in article 15.

5. A fee is payable for the handling of the dispute.

6. As soon as the consumer submits a dispute to the Disputes Committee, the entrepreneur is bound to this decision.

7. If the entrepreneur wishes to submit a dispute to the Disputes Committee, he must ask the consumer in writing to inform him within 5 weeks whether the consumer agrees to the submission of the dispute. The entrepreneur must also inform the consumer in the same letter that the entrepreneur is free to submit the dispute to any court if the period of 5 weeks has lapsed.

8. The Disputes Committee pronounces judgment in accordance with the Dispute Settlement Rules. The judgment of the Disputes Committee is a binding decision.

9. The provisions of subsections 2 to 8 inclusive are applicable except in cases of formal education, in which their own binding legal dispute settlement rules apply, such as in cases of examination of the student.

ARTICLE 17 – PERFORMANCE GUARANTEE

1. The NRTO guarantees the performance by its members of the binding decisions of the Geschillencommissie Particuliere Onderwijsinstellingen, unless the member has submitted the binding decision to a competent court for annulment within two months after the pronouncement of the decision.

2. The NRTO does not provide any performance guarantee if, before the consumer has met the intake requirements necessary for the handling of the dispute (payment of the complaint-filing fee, receipt of the completed and signed questionnaire and possible payment of deposit), one of the following situations occurs:

- the member has been granted a moratorium, or
- the member has been declared bankrupt, or
- the business activities have effectively been ended.

The effective ending of the business activities is the day on which the cessation of business is filed at the office of the Commercial Register (Handelsregister) or an earlier date which the NRTO can reasonably confirm as being the effective end-date of the business activities.

3. The performance guarantee provided by NRTO does not exceed €10,000 per binding decision. The NRTO provides this performance guarantee on condition that the consumer who invokes the provisions of this guarantee, will assign his right to performance guarantee, as set by the binding decision, up to a maximum of the amount already paid out, to the NRTO, at the same time when the decision to grant performance guarantee has been made. As far as any amount above this figure is concerned, the NRTO has a best efforts obligation to ensure that the member honours the binding decision. This best efforts obligation entails that the consumer will be offered to transfer the excess amount due to NRTO as well, after which this organisation will claim payment of this amount in law, in their own name and at the expense of the NRTO, to the consumer or that the consumer will be offered that the NRTO will conduct the extrajudicial debt collection proceedings in the name of the consumer and at the expense of the NRTO, all of which at the discretion of the NRTO.

ARTICLE 18 – CHANGES

The NRTO shall only apply any changes to these General Terms and Conditions in consultation with the Consumers' Association.